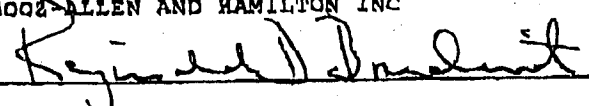
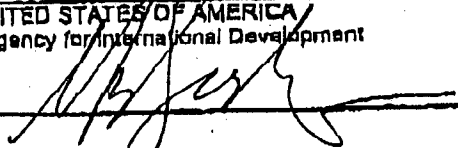


UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

Country of Performance: 10		Adv. & Asst. Services Yes [X] No []	
2. Contract (Incorporating FAR and AIDAR Clauses): Contract No: PCE-I-00-99-00013-00 Order No: 13			
NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND EXECUTIVE ORDER 11223			
3. CONTRACTOR (Name and Address): 800Z-ALLEN AND HAMILTON INC 8283 Greensboro Drive MCLEAN VA 22102-3812 TIN: 113152405 DUNS: 006928857		4a. ISSUING OFFICE: U.S. Agency For International Development RRB/M/OP/G/EG - Room # 7.09-120 1300 Pennsylvania Avenue, N.W. Washington, DC 20523-7100	
		4b. ADMINISTRATION OFFICE: U.S. Agency For International Development RRB/M/OP/G/EG - Room # 7.09-120 1300 Pennsylvania Avenue, N.W. Washington, DC 20005	
5. TECHNICAL OFFICE: U.S. Agency For International Development ATTN: Mr. Skip Kissinger EGAT/EM/RRB/Room # 2.11-125 Washington DC 20523		6. PAYING OFFICE. SUBMIT INVOICE TO: U.S. Agency For International Development M/EM/CMFDC, RRB 7.07-095 1300 Pennsylvania Avenue, N.W. Washington DC 20523	
7. EFFECTIVE DATE: See signature date		8. ESTIMATED COMPLETION DATE: 02-26-2005	
9. ACCOUNTING AND APPROPRIATION DATA: Commit. Doc Type/Number: PR/PR-EEGA/EM-00072 BBFY/BBFY/Fund: 2002/2003/DV OF UNIT: EGAT/EGAD Strategic Objective: 933-008 Distribution: 936-4234 BOA/SOC: 997/251930			
10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agree that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above.			
11a. NAME OF CONTRACTOR: 800Z-ALLEN AND HAMILTON INC BY:  NAME: Reginald D. Boudinot, Ph.D. TITLE: Senior Vice President DATE: 9/30/2002		11b. UNITED STATES OF AMERICA Agency for International Development BY:  NAME: Michael B. Gushue TITLE: Contracting Officer DATE: 30 SEP 2002	

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Page 02

**UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT**

1. Country of Performance: 000		Adv. & Asst. Services Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
2. Contract (Incorporating FAR and AIDAR Clauses): Contract No: PCE-I-00-98-00013-00 Order No: 13			
NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND EXECUTIVE ORDER 11223			
3. CONTRACTOR (Name and Address): BOOZ-ALLEN AND HAMILTON INC 8283 Greensboro Drive MCLEAN VA 22102-3812 TIN: 113152405 DUNS: 006928857		4a. ISSUING OFFICE: U.S. Agency For International Development RRB/M/OP/G/EG - Room # 7.09-120 1300 Pennsylvania Avenue, N.W. Washington, DC 20523-7100	
		4b. ADMINISTRATION OFFICE: U.S. Agency For International Development RRB/M/OP/G/EG - Room # 7.09-120 1300 Pennsylvania Avenue, N.W. Washington, DC 20005	
5. TECHNICAL OFFICE: U.S. Agency For International Development ATTN: Mr. Skip Kissinger EGAT/EM/RRB/Room # 2.11-125 Washington DC 20523		6. PAYING OFFICE. SUBMIT INVOICE TO: U.S. Agency For International Development M/FM/CMPDC, RRB 7.07-095 1300 Pennsylvania Avenue, N.W. Washington DC 20523	
7. EFFECTIVE DATE: See signature date		8. ESTIMATED COMPLETION DATE: 02-26-2005	
9. ACCOUNTING AND APPROPRIATION DATA: Commit. Doc Type/Number: PR/PR-EEGA/EM-00072 BBFY/EBFY/Fund: 2002/2003/DV OP UNIT: EGAT/EGAD Strategic Objective: 933-008 Distribution: 936-4234 BGA/SOC: 997/251930			
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11a. NAME OF CONTRACTOR: BOOZ-ALLEN AND HAMILTON INC BY: _____ NAME: Reginald D. Boudinot, Ph.D. TITLE: Senior Vice President DATE: _____		11b. UNITED STATES OF AMERICA Agency for International Development BY: _____ NAME: Michael B. Gushue TITLE: Contracting Officer DATE: _____	

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A.1 BACKGROUND

See Section C.

A.2 TITLE

"The Selden Project" For Global Trade Law Assessment and Assistance

A.3 OBJECTIVE

See Section C.

A.4 STATEMENT OF WORK**STATEMENT OF WORK****“The Selden Project”
For
Global Trade Law
Assessment and Assistance**

SEPTEMBER 2002 - FEBRUARY 2005

I. INTRODUCTION

Developing and applying inexpensive and easy-to-use assessment tools that can be used in the context of trade capacity building is one component of USAID's overall global trade capacity building strategy. Demand for such tools is certain to increase owing to the commitments made by the USG at the WTO's Doha Ministerial Meeting in 2001 and by President Bush in March 2002 establishing the Millennium Challenge Account. USAID missions find such tools helpful, as they minimize subjectivity on the part of the assessors, provide scores and indicators that are useful and handy for comparison purposes, and are inexpensive to use once they've been developed.

Since commercial legal reform is not uniformly well-understood throughout USAID regional bureaus and missions, EGAT desires to implement a trade law project that addresses these problems. Hence it proposes a project with the following four elements:

- Conducting eleven or more trade and commercial law assessments over the life of the task order;
- Enhancement of a commercial law assessment tool, discussed further below, to better complement the subcategories reviewed in USAID's annual trade capacity building survey.¹ This would be used to assess the quality of a country's trade policy environment from the commercial law perspective;
- Conducting a number of knowledge management activities, including preparation of conferences, materials for the USAID/W website, and other activities; and
- Making available trade and commercial law experts to missions for short term purposes.

¹ The present configuration of the commercial law assessment tool only has one generic "Trade Law" category, while the TCB Survey examines 17 specific categories, including Intellectual Property Rights, WTO Awareness, and Technical Barriers to Trade. Thus, we would enhance the existing C-LIR "Trade" category by adding more analysis of each of the 17 TCB Survey categories.

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EGAT wishes to use a commercial law assessment toolkit as the cornerstone for this new activity². The toolkit encompasses nine discrete areas of law:

- o Company Law
- o Contract Law
- o Competition Policy
- o Collateral Law
- o Bankruptcy
- o Foreign Direct Investment
- o Trade
- o Commercial Dispute Resolution, and
- o Land/Mortgage Law.

This task order would further develop the trade portions of the toolkit so that they may better complement USAID's new trade capacity building strategy.

II. OBJECTIVE

THE PROGRAM OBJECTIVE IS TO DEVELOP AND APPLY AN INEXPENSIVE AND EASY-TO-USE ASSESSMENT TOOL CONCERNING TRADE AND COMMERCIAL LAW THAT CAN BE USED IN THE CONTEXT OF TRADE CAPACITY BUILDING EFFORTS IN COOPERATING COUNTRIES. AN ANCILLARY OBJECTIVE IS TO PROVIDE SHORT-TERM SHORT FUSE TECHNICAL ASSISTANCE TO COOPERATING COUNTRIES.

III. PROJECT TASKS

The proposed task order would have five main functions:

A. Enhance the Commercial Law Assessment Tool to Incorporate Trade Issues

First, the contractor would be expected to enhance the Trade Law component of the commercial law assessment toolkit so that it may better reflect the complex and multifaceted nature of international trade law. It will be no small feat to accomplish this, as the World Trade Organization, the international organization that sets the standards for trade law and policy, has approximately 26 international agreements within its ambit.

Therefore, the contractor shall disaggregate the trade law component into the following 17 categories that form the substance of many WTO Agreements:

- o Trade in Goods
- o Agreement on Agriculture
- o Sanitary and Phyto-Sanitary Measures
- o Technical Barriers to Trade
- o Trade Related Investment Measures
- o Anti-Dumping

² The E&E Bureau developed and field-tested this tool, called the "Commercial Legal and Institutional Reform Assessment Project" (or C-LIR Project). More information about the tool is located at the internal url: <http://www.inside.usaid.gov/EE/mt/diagnosticreports.htm>

- o Customs Valuation Methods
- o Rules of Origin
- o Import Licensing Procedures
- o Subsidies and Countervailing Measures
- o Safeguards
- o Trade in Services
- o Intellectual Property Rights
- o Dispute Settlement
- o Trade Policy Review Mechanism
- o Government Procurement
- o WTO Awareness and Accession (not related to any specific agreement).

With the possible exception of the last one, an individual set of indicators should be created for each of the above mentioned sub-categories.

The indicators for each subcategory should be created using the four dimensional paradigm pioneered by USAID/E&E, the four dimensions being:

- o Written (or black letter) law,
- o implementing institutions,
- o supporting institutions, and
- o sustainability³.

The challenge for the implementer will be to develop a cost-effective, results-oriented set of indicators that measure the quality and status of a given country's international trade law regime accurately, and that does it quickly and cheaply as well. The trade law assessment component should be designed so that a two-person team would be able to obtain all data and conduct all interviews necessary during a two-week field trip, with an additional weeklong period to write a final report. The final reports for trade law should contain no fewer than 20 pages, not including the spreadsheet containing scores, and should be produced in both electronic and hardcopies. The electronic copy should be viewable in the Microsoft Office Suite of software that USAID/Washington uses. Copies of each report should be delivered to the relevant USAID field office, the USAID Washington bureau, and to USAID/EGAT/EM.

The WTO regularly produces Trade Policy Reviews (TPRs) that examine the national trade policies of member countries. The implementer is directed to examine the TPR series and explore ways of making the assessment tool work in a complementary fashion with it.

B. Conduct Country Assessments

EGAT plans to roll out the trade law assessment methodology to all regions of the world. The bulk of USAID's experience in trade and commercial law activities resides in the E&E countries, although there are some notable pockets of activity in Asia and in Latin America. As mentioned in the introduction, USAID anticipates doing 11 or more assessments during the life of this task

³ In the original study done by E&E this dimension was referred to as the "market" for legal reform.

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order. This projected need is based on numerous expressions of interest by USAID field offices in such countries as Morocco, Mongolia, Egypt, Honduras, El Salvador, Malawi, and Indonesia. Nonetheless, these expressions of interest should not be construed by the implementer of the task order as commitments by any of them to order assessments. The countries in which assessments will be performed remain to be determined.

The assessments should be designed so that a five-person team would be able to obtain all data necessary information in a two-week field trip, with an additional weeklong period to write a final report. Conducting these assessments will help determine whether a program of assistance in legal reform is warranted

USAID's target is to conduct three country assessments under this task order by December 31, 2002. The remainder is to be completed by the expiration date of the task order.

Diagnostic Teams: Teams of three or four expatriate legal specialists are to be used spending a week or less in preparation, two or three weeks in-country, and additional time finalizing the report. The Implementer shall obtain the services of a specialist, or of a legal assistant, who would arrange interviews and schedules for the full team in advance.

Work Requirements: Each country diagnostic will entail the following effort:

- **Preparation:** This consists of internet research; review of available laws, existing project papers and assessments, and other background information; setting up logistics with local support. As noted in paragraph D below, the implementer should have much of the preparatory work done by a partnering academic institution.
- **Field work:** This consists of the activities conducted in-country by the diagnostic team, e.g., interviews, local meetings and research, preparation of draft report, preliminary scoring. As noted in paragraph D below, the implementer may be able to economize on LOE costs by allowing partner institutions to make available their own salaried workers to fill some of the field team slots.
- **Follow-up & editorial clean-up and consolidation:** this consists of preparing a Final Diagnostic Report, which incorporates any comments made on the draft.

The cost of a full assessment (including use of the enhanced diagnostic indicators for the trade) should not exceed as required in the attached September 19, 2002 Total Program budget per country. Most of the costs would go for LOE for the assessment team that would conduct a field study lasting roughly two weeks.⁴

⁴ The assessment entails an evaluation of black letter law before departure for the field study, and an in depth examination of institutional capacity and sustainability. The assessors, through a series of discrete questions, generate numerical scores on the status of each given law. The numbers generated are comparable across subject laws and across countries. They help to pinpoint problem areas by identifying, for example, whether it's the law or the implementing institution that needs assistance.

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Before departure by the team from the country, the team should debrief the mission on key findings and areas of opportunity for future programming.

C. TRADE & COMMERCIAL LAW CONSULTATIVE SERVICES

One of the critical messages delivered to the developed countries at the WTO's Doha Ministerial Conference in November 2001 was the need for trade capacity building and assistance on implementation on the part of developing countries. Nonetheless, such countries may require assistance from time to time in order to overcome critical problems and hurdles.

USAID would like to be able to provide short term consultative services to cooperating countries, institutions, and agencies to obtain technical advice and assistance and trade and other commercial law matters. The kind of assistance that can be provided under this task order is expansive. It includes short term consultations by U.S. expatriates lasting anywhere from one or two weeks, and it could also mean funding a CCN expert's services for six months. The point is that this category of tasks is meant to address very specific and discrete needs. One final point is that consulting services may be provided not only to governments, but also to regional organizations, multilateral institutions, and non-governmental organizations.

In order to implement this, the Implementer should have experts with worldwide availability and with knowledge in the following areas:

- **General Commercial Law Framework:** This is a catch-all heading that includes (i) legal reform of the most fundamental kind (e.g., countries undergoing substantial economic transformation, as was the case with Hungary, Russia, and Serbia), (ii) revision of national constitutions, commercial codes, and contract law, (iii) omnibus commercial law projects, and (iv) crosscutting initiatives that cannot be pinned to a specific category (e.g., information technology and e-commerce).
- **Business Environment:** This category deals with business entry and exit (company law and bankruptcy), accounting rules, corporate governance, employment laws (including labor and pension benefits) and tax laws.
- **Financial Services:** This category deals with laws relating to business finance, capital markets, and insurance.
- **Trade & Investment:** This category deals with foreign direct investment, WTO accession and compliance, customs rules, public procurement, anti-trust laws and consumer protection, competitiveness, and foreign exchange rules.
- **Commercial Dispute Resolution:** This heading covers adjudication mechanisms for commercial disputes and enforcement mechanisms, including judicial training, court administration, docket control, arbitration, mediation, and training for bailiffs and marshals.
- **Institutional Reform:** This covers programs that address the way government bodies and their personnel, as well as other organizations (including NGOs), are organized and how they function. Typically, institutional reform projects will attempt to make institutions more

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transparent, accountable, efficient, transparent, or effective. They could also make them less corrupt.

- **Property Rights:** This heading pertains to laws establishing and defining all forms of property, the registration of such property, and the collateralization or mortgaging of such property. Among the types of property encompassed are personal (or moveable) property, intellectual property, and real property.

D. KNOWLEDGE MANAGEMENT

1. **Workshop:** A number of representatives from other donor organizations have expressed strong interest in the methodology and have indicated a desire to attend a workshop that would demonstrate the approach. The Workshop, to be held in the Washington DC area, would last two days and have an agenda that would include the following:

- The role of commercial law in economic development
- Breakout sessions that cover each of the legal areas
- Interplay between democracy and economic freedom
- New findings in application of the methodology.

2. **Website:** For each of the legal fields⁵ encompassed by the diagnostic, the Implementer shall prepare a background piece, suitable for posting on a website, that would explain the purpose of the specific law, an explanation of how the law should operate and be administered, organizations that have an interest in developing the particular field of law, and examples of successful commercial legal reform projects.

E. PARTNERING WITH OTHER INSTITUTIONS

USAID desires that the Implementer collaborate with other relevant domestic and international institutions to the greatest desirable extent. The objectives of doing so are to minimize costs, promote sharing of information, and generally promote the cause of commercial legal reform through non-government channels.

1. **U.S. Academic Institutions:** First and foremost, the implementer should partner with one or two American academic institutions that have demonstrated interest and experience in the field of commercial legal reform. Such cooperation could be extremely fruitful in providing the following benefits:

- Conducting preliminary research services, whether by professors or by law students, that would support the fielding of diagnostic teams in specific countries;
- Improving the academic rigor of the CLIR diagnostic tools and materials, e.g., by updating the diagnostic indicators.
- Access to a ready-made talent pool for field teams;
- Establishing a possible law course in the field of commercial legal reform through technical assistance;

⁵ This would include the 17 trade law fields, plus the nine traditional legal areas covered by the assessment toolkit.

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- Publication and dissemination in academic circles of the methodology, perhaps through legal journals or law reviews.
- Creation of an internship positions, whether at USAID, the Implementer, or the academic institution.
- Arrangement of sister-school relationships with host country law faculties.

2. Finding Skilled Professionals to Participate in Assessments: the implementer may be able to economize on LOE costs by allowing partner institutions to make available their own salaried workers to fill some of the field team slots.

- a. Private Voluntary Organizations:
- b. Judicial Organizations, such as the US Court System's Committee on International Judicial Relations
- c. Multilateral Organizations, such as the World Bank.

IV. PERIOD OF PERFORMANCE AND NOTIONAL SCHEDULE

October 2002	Diagnostic indicators finalized for trade law component
	Country Assessment #1
November 2002	Country Assessment #2
	Website papers completed
December 2002	Country Assessment #3
January 2003	Country Assessment #4
June 2003	CLIR Workshop, hosted by Implementer on behalf of USAID
	Three country assessments completed
December 2004	Three additional country assessments completed
December 2005	Four additional country assessments completed

V. ESTIMATED LEVEL OF EFFORT

The period of performance shall be 28 months, beginning on or about September 1, 2002 and ending on or about February 28, 2005.

The following levels of effort (LOE) are illustrative and should serve as an example of the staff, which may be mobilized under this task order. They may not reflect the actual level of effort contracted.

Task Order Items	Ex-Pat LOE Days	CCN/TCN LOE Days
Eleven Country Assessments	1090	660
Assessment Tool Enhancement	80	
Knowledge Management-Conference	20	
Knowledge Management-Website	20	
TOTAL	1110	660

A.5 DIFFERENTIALS AND ALLOWANCES (JULY 1996)

(This clause does not apply to TCN or CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor's records which are required to be preserved and made available by the "Examination of Records by the Comptroller General" and "Audit" clauses of this contract).

(a) Post differential. Post differential is an additional compensation for service at places in foreign areas where conditions of environment differ substantially from conditions of environment in the continental United States and warrant additional compensation as a recruitment and retention incentive. In areas where post differential is paid to USAID direct-hire employees, post differential not to exceed the percentage of salary as is provided such USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 500 (except the limitation contained in Section 552, "Ceiling on Payment") Tables-Chapter 900, as from time to time amended, will be reimbursable hereunder for employees in respect to amounts earned during the time such employees actually spend overseas on work under this contract. When such post differential is provided to regular employees of the Contractor, it shall be payable beginning on the date of arrival at the post of assignment and continue, including periods away from post on official business, until the close of business on the day of departure from post of assignment en route to the United States. Sick or vacation leave taken at or away from the post of assignment will not interrupt the continuity of the assignment or require a discontinuance of such post differential payments, provided such leave is not taken within the United States or the territories of the United States. Post differential will not be payable while the employee is away from his/her post of assignment for purposes of home leave. Short-term employees shall be entitled to post differential beginning with the forty-third (43rd) day at post.

(b) Living quarters allowance. Living quarters allowance is an allowance granted to reimburse an employee for substantially all of his/her cost for ~~either temporary or residence quarters whenever Government-owned or~~ Government-rented quarters are not provided to him/her at his/her post without charge. Such costs are those incurred for temporary lodging (temporary quarters subsistence allowance) or one unit of residence quarters (living quarters allowance) and include rent, plus any costs not included therein for heat, light, fuel, gas, electricity and water. The temporary quarters subsistence allowance and the living quarters allowance are never both payable to an employee for the same period of time. The Contractor will be reimbursed for payments made to employees for a living quarters allowance for rent and utilities if such facilities are not supplied. Such allowance shall not exceed the amount paid USAID employees of equivalent rank in the Cooperating Country, in accordance with either the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 130, as from time to time amended, or other rates approved by the Mission Director. Subject to the written approval of the Mission Director, short-term employees may be paid per diem (in lieu of living quarters allowance) at rates prescribed by the Federal Travel Regulations, as from time to time amended, during the time such short-term employees spend at posts of duty in the Cooperating Country under this contract. In authorizing such per diem rates, the Mission Director shall consider the particular circumstances involved with respect to each such short-term employee including the extent to which meals and/or lodging

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may be made available without charge or at nominal cost by an agency of the United States Government or of the Cooperating Government, and similar factors.

(c) Temporary quarters subsistence allowance. Temporary quarters subsistence allowance is a quarters allowance granted to an employee for the reasonable cost of temporary quarters incurred by the employee and his family for a period not in excess of (i) 90 days after first arrival at a new post in a foreign area or a period ending with the occupation of residence (permanent) quarters, if earlier, and (ii) 30 days immediately preceding final departure from the post subsequent to the necessary vacating of residence quarters, unless an extension is authorized in writing by the Mission Director. The Contractor will be reimbursed for payments made to employees and authorized dependents for temporary quarters subsistence allowance, in lieu of living quarters allowance, not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 120, as from time to time amended.

(d) Post allowance. Post allowance is a cost-of-living allowance granted to an employee officially stationed at a post where the cost of living, exclusive of quarters cost, is substantially higher than in Washington, D.C. The Contractor will be reimbursed for payments made to employees for post allowance not to exceed those paid USAID employees in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 220, as from time to time amended.

(e) Supplemental post allowance. Supplemental post allowance is a form of post allowance granted to an employee at his/her post when it is determined that assistance is necessary to defray extraordinary subsistence costs. The Contractor will be reimbursed for payments made to employees for supplemental post allowance not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 230, as from time to time amended.

(f) Educational allowance. Educational allowance is an allowance to assist an employee in meeting the extraordinary and necessary expenses, not otherwise compensated for, incurred by reason of his/her service in a foreign area in providing adequate elementary and secondary education for his/her children. The Contractor will be reimbursed for payments made to regular employees for educational allowances for their dependent children in amounts not to exceed those set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 270, as from time to time amended. (See Standardized Regulation 270)

(g) Educational travel. Educational travel is travel to and from a school in the United States for secondary education (in lieu of an educational allowance) and for college education. The Contractor will be reimbursed for payments made to regular employees for educational travel for their dependent children provided such payment does not exceed that which would be payable in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 280, as from time to time amended.

(See Standardized Regulation 280) Educational travel shall not be authorized for regular employees whose assignment is less than two years.

(h) Separate maintenance allowance. Separate maintenance allowance is an allowance to assist an employee who is compelled, by reason of dangerous,

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notably unhealthful, or excessively adverse living conditions at his/her post of assignment in a foreign area, or for the convenience of the Government, to meet the additional expense of maintaining his/her dependents elsewhere than at such post. The Contractor will be reimbursed for payments made to regular employees for a separate maintenance allowance not to exceed that made to USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 260, as from time to time amended. (See Standardized Regulation 260)

(i) Payments during evacuation. The Standardized Regulations (Government Civilians, Foreign Areas) provide the authority for efficient, orderly, and equitable procedure for the payment of compensation, post differential and allowances in the event of an emergency evacuation of employees or their dependents, or both, from duty stations for military or other reasons or because of imminent danger to their lives. If evacuation has been authorized by the Mission Director the Contractor will be reimbursed for payments made to employees and authorized dependents evacuated from their post of assignment in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 600, and the Federal Travel Regulations, as from time to time amended. (See Standardized Regulation 600)

(j) Danger pay allowance. (1) The contractor will be reimbursed for payments made to its employees for danger pay not to exceed that paid USAID employees in the cooperating country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 650, as from time to time amended. (See Standardized Regulation 650)

(2) Danger pay is an allowance that provides additional compensation above basic compensation to an employee in a foreign area where civil insurrection, civil war, terrorism or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The danger pay allowance is in lieu of that part of the post differential which is attributable to political violence. Consequently, the post differential may be reduced while danger pay is in effect to avoid dual crediting for political violence.

A.6 TECHNICAL DIRECTIONS

Technical Directions during the performance of this task order shall be provided by the Technical Officer as stated in Block 5 of the cover page pursuant to Section F of the contract.

A.7 TERM OF PERFORMANCE

a. Work shall commence on the date noted in Block 7 of the cover page. The estimated completion date is reflected in Block 8 of the cover page.

b. Subject to the ceiling price of this task order and the prior written approval of the Technical Officer (see Block No. 5 on the Cover Page), the contractor may extend the estimated completion date, provided that the extension does not cause the elapsed time for completion of the work, including the furnishing of all deliverables, to extend beyond 60 calendar days from the original estimated completion date. Prior to the original estimated completion date, the contractor shall provide a copy of the Technical Officer's written approval for any extension of the term of this

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task order to the Contracting Officer; in addition, the contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.

c. It is the contractor's responsibility to ensure that the Technical Officer-approved adjustments to the original estimated completion date do not result in costs incurred that exceed the ceiling price of this task order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the task order.

d. Adjustments that will cause the elapsed time for completion of the work to exceed the original estimated completion date by more than 60 calendar days must be approved in advance by the Contracting Officer.

A.8 WORKDAYS ORDERED

a. Functional Labor Category & Specialist

Functional Labor Category & Specialist	Workdays Ordered	Burdened Daily Rate	Fixed Total
Country Assessment Team Leader (Mark Belcher)	95	\$1,174.38	\$111,566.10
Country Assessment Team Leader (Emad Tinawi)	95	\$1,174.38	\$111,566.10
Country Assessment Team (TBD)	190	\$1,176.17	\$223,472.30
Country Assessment Team (TBD)	190	\$1,176.17	\$233,472.30
Country Assessment Team (TBD)	130	\$1,132.25	\$147,192.50
Country Assessment Team (TBD)	130	\$ 848.26	\$110,273.80
Assessment Tool Advisor (Mark Belcher)	20	\$1,174.38	\$ 23,487.60
Assessment Tool Advisor (Emad Tinawi)	20	\$1,174.38	\$ 23,487.60
Assessment Tool Advisor (TBD)	20	\$1,176.17	\$ 23,523.40
Assessment Tool Advisor (TBD)	20	\$1,176.17	\$ 23,523.40
Assessment Tool Advisor (TBD)	20	\$1,176.17	\$ 23,523.40
Assessment Tool Advisor (TBD)	20	\$1,176.17	\$ 23,523.40

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a. Functional Labor Category & Specialist (cont.)

Functional Labor Category & Specialist	Workdays Ordered	Burdened Daily Rate	Fixed Total
Conference Management (Deqa Farah)	30	\$ 529.44	\$ 15,883.20
Conference Facilitator (Mark Belcher)	10	\$1,174.38	\$ 11,743.80
Conference Presenter (TBD)	5	\$1,176.17	\$ 5,880.85
Conference Presenter (TBD)	5	\$1,176.17	\$ 5,880.85
Conference Presenter (TBD)	5	\$1,176.17	\$ 5,880.85
Conference Presenter (TBD)	5	\$1,176.17	\$ 5,880.85
Website Developer (TBD)	20	\$1,132.25	\$ 22,645.00
Website Content Developer	20	\$ 848.26	\$ <u>16,965.20</u>
Total Expatriate Labor	<u>1,050</u>		\$ <u>1,159,372.50</u>

TCN/CCN Staff:

Local Assessment Staff			
Country Assessments (TBD)	<u>660</u>	\$ 111.57	\$ <u>73,637.85</u>
	<u>1,710</u>		\$ <u>1,233,010.35</u>

b. The individuals identified above are designated as key personnel pursuant to Section F.13 of the contract.

c. Subject to the ceiling price established in this delivery order and the prior written approval of the Technical Officer, the contractor may adjust the number of workdays actually employed in the performance of the work by each position specified in this order. The contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.

d. It is the contractor's responsibility to ensure that the Technical Officer-approved adjustments to the workdays ordered for each functional labor specialist do not result in costs incurred which exceed the ceiling price of this delivery order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the ceiling price.

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A.9 CEILING PRICE

For Workdays Ordered	\$1,159,372.50
For Other Direct Costs	\$ 579,661.85
Ceiling Price	\$1,739,034.35

The contractor will not be paid any sum in excess of the ceiling price.

A.10 USE OF GOVERNMENT FACILITIES AND PERSONNEL

(a) The contractor and any employee or consultant of the contractor is prohibited from using U.S. Government facilities (such as office space or equipment), or U.S. Government clerical or technical personnel in the performance of the services specified in the task order, unless the use of Government facilities or personnel is authorized in advance, in writing, by the Contracting Officer.

(b) If at any time it is determined that the contractor, or any of its employees or consultants, have used U.S. Government facilities or personnel either in performance of the contract itself, or in advance, without authorization in, in writing, by the Contracting Officer, then the amount payable under the contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the contractor, as determined by the contracting officer.

(c) If the parties fail to agree on an adjustment made pursuant to this clause it shall be considered a "dispute" and shall be dealt with under the terms of the "Disputes" clauses of the contract.

A.11 DUTY POST

The Duty Post for this task order is See Section C.

A.12 WORKWEEK

The contractor is authorized up to a 40 Hour workweek in the field with no premium pay. The contractor is required to obtain prior authorization from the CTO to work more than a 40 Hour workweek.

A.13 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this order is 000.